

EXHIBIT B

Declaration of Justin Schiffner

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SOUTHWEST AIRLINES PILOTS
ASSOCIATION,

Plaintiff

vs.

SOUTHWEST AIRLINES CO.,

Defendant.

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CIVIL ACTION NO. 3:21-cv-02065-M

**DECLARATION OF JUSTIN SCHIFFNER
ON BEHALF OF SOUTHWEST AIRLINES**

I, Justin Schiffner, hereby declare and state as follows:

PERSONAL BACKGROUND

1. I am employed by Defendant Southwest Airlines (“Southwest,” “SWA,” or “Company”) in the position of Senior Manager, Military and Federal Government Sales. I have been involved in sales with the Military and Federal Government for the last three years. I have been employed by Southwest since February 18, 2008.

2. In my position as Senior Manager, Military and Federal Government Sales, for Southwest, I assist in the management and implementation of Southwest’s contracts with the U.S. Government.

3. On October 12, 2021, Southwest received a modification to its Civil Reserve Air Fleet (“CRAF”) contract with the U.S. Government inserting clause 252.223-799 entitled “Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.” The Amendment of Solicitation/Modification of Contract is appended as Exhibit 2-A.

4. The contract with the modification, appended as Exhibit 2-B, explains that the addition “implements Executive Order 14042” and requires that Southwest “comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.”

5. Southwest has until October 21, 2021 to provide a formal response to the contracting officer and ask any clarifying questions.

6. Under the current deadlines, to comply with this amendment, Southwest must submit an executed version of the modification by November 9, 2021. If Southwest does not return the executed modification, Southwest will be prevented from being awarded task orders (i.e., the orders by which military charters are bid and awarded to Southwest) as of November 14, 2021. In other words, if Southwest does not execute this modification requiring implementation of the vaccine mandate, then after November 14, 2021, it can no longer be awarded military charter flights.

I have personal knowledge regarding the facts and statements made herein and they are true and correct. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed this 15 day of October 2021.

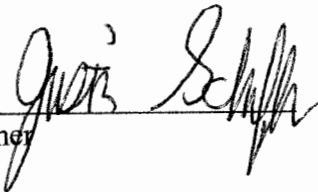

Justin Schiffner

EXHIBIT 2-A

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule
5. PROJECT NO. (If applicable)				
6. ISSUED BY USTRANSCOM/TCAQ-CP 508 Scott Drive Bldg 1900 W Scott AFB, IL 62225-5357 Ashley N. Adrian (618) 220-7093		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SOUTHWEST AIRLINES CO 2702 LOVE FIELD DRIVE DALLAS, TX 75235-1901		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HTC71118DCC44 10B. DATED (SEE ITEM 13) 24/Sep/2018		
CODE 0XGX7	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

F87700

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to make the following change to the contract:

1. Revise Section I-2 to incorporate DFARS clause 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009) (Oct 2021) by full text.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXHIBIT 2-B

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. NON-ACTIVATION ENTITLEMENT BY CATEGORY

Reference annual MVP letter issued by the Contracting Officer.

B-2. PRICING

B.2.1. The Negotiated Uniform Rates and Rules, hereafter referred to as the “Rates and Rules”, is incorporated by reference and available at www.fedbizopps.gov.

B.2.2. Charter Airlift Services will be paid in accordance with the Rates and Rules for NON-STOP International Long - and Short-Range Commercial Augmentation based on the shortest route between two locations per COINS. The Government acknowledges the COINS mileage calculations may not reflect the actual route flown which is predominantly addressed in the rate process. If unique circumstances cause significant discrepancies, prior to award, a carrier may request establishment of Special Miles per Section H or a one-time review by the Contracting Officer requesting a determination as to whether additional pay miles are warranted.

B.2.3. The Government may establish rates by negotiation for Charter Airlift Services not covered by the Rates and Rules.

B.2.4. Domestic Activation Rate Refresh. Contractors shall have the opportunity to request a Rate Refresh for Domestic Activation rates within 30 days of the preliminary notification of the Government’s intent to exercise the options periods, IAW FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). Other than certified cost or pricing information may be requested to assist in negotiations and/or the price reasonableness determination.

B-3. MINIMUM GUARANTEE

The minimum guarantee will not exceed \$3,000 per carrier for each Indefinite Delivery Indefinite Quantity (IDIQ) award and will be paid based on actual costs incurred in accordance with (IAW) the Joint Travel Regulations (JTR) for attendance at the Mobility Representative (MOBREP) Training Seminar, for up to 2 MOBREPs per carrier.

B-4. MAXIMUM AWARD

The maximum program ceiling is \$11.9 Billion.

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

The Contractor shall perform International Charter Airlift and related support services IAW Attachment 1- Performance Work Statement (PWS). Additionally, contractors shall provide Charter Airlift services up to and including the full capacity of all aircraft included in PWS, Appendix 3A—List of Aircraft, during any Stage of Domestic and/or International Civil Reserve Air Fleet (CRAF) Activation.

SECTION E - INSPECTION AND ACCEPTANCE**E-1. INSPECTION AND ACCEPTANCE OF SERVICES**

a. USTRANSCOM Directorate of Acquisition, Airlift Division (TCAQ-C), working with Government representatives, will accomplish Government acceptance of services under this contract. The Global Decision Support System (GDSS) and other records will be used to verify services rendered for all missions.

b. Headquarters (HQ) Air Mobility Command (AMC) reserves the right to inspect, conduct onsite capability surveys, perform ramp inspections, conduct flight-deck observation flights, and initiate performance evaluations of the Contractor during all phases of any contract awarded under this solicitation. Contractor shall facilitate ramp inspections in accordance with AMC Supplement 1 to AFI 21-101, Aircraft and Equipment Maintenance Management.

SECTION F - DELIVERIES OR PERFORMANCE**F-1. PERIOD OF PERFORMANCE**

a. The ordering period for contracts awarded from this solicitation will begin 1 October 2018, or the date of award, whichever occurs later. The Base ordering period shall continue for two years through 30 September 2020. If Option Period 1 is exercised, the ordering period shall continue through 30 September 2022; if Option Period 2 is exercised, the ordering period shall continue through 30 September 2024, unless sooner terminated or extended by the Government under the provisions of this contract. Task orders may be awarded prior to midnight of the last day of any ordering period and may be for performance up to 120 days after the last day of the ordering period.

b. In the event of a declaration of an airlift emergency, national emergency, or CRAF Activation the Government may give notice to extend the ordering period for contracts awarded from this solicitation. Additionally, the Contractor's commitment to the CRAF program will be extended for the entire CRAF activation period, and for up to six (6) months thereafter.

F-2. SCHEDULES

Scheduling for International Charter Airlift Services will be IAW Attachment 4, Commitment, Entitlement and Ordering Procedures.

SECTION G - CONTRACT ADMINISTRATION DATA**G-1. PAYMENT OF LANDING AND PARKING FEES**

a. The Contractor shall pay all required airport service fees and charges. Such fees and charges are included as part of the USTRANSCOM uniform negotiated rate and are therefore non-reimbursable. Landing and parking fees are not reimbursable for domestic charter trips during activation.

G-2. PAYMENT REQUESTS FOR CONTRACT SERVICES

a. Contractors shall use Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) (formerly known as Wide Area Work Flow (WAWF)), <https://wawf.eb.mil/> for all payments. In accordance with DFARS 252.232-7003

Electronic Submission of Payment Requests and Attachment 3, iRAPT and Ferry Declaration, contractors shall submit payment requests via iRAPT only. The contractor shall enter Net 15 days payment terms on the Discounts tab. Information regarding iRAPT is available at <https://wawf.eb.mil/xhtml/unauth/help/help.xhtml>

b. Initiate a separate payment request for each completed payment requested. Do not combine payment requests.

c. A Ferry Declaration shall be submitted with each invoice for missions that have awarded ferry mileage. The declaration shall include: Delivery Order/SLIN, mission number, calendar date, aircraft type and tail number, flown ferry routing and miles, and signature of person authorized to bind the Contractor. The Contractor shall be paid either the contracted ferry miles or ferry miles flown, whichever is less. Ferry mileage will be calculated and paid as outlined in the Uniform Rates and Rules. Any ferry miles not flown will be deleted from the contract by unilateral modification. Ferry adjustments less than 30 miles will be paid as awarded. Refer to Attachment 3, page 2 of 2, for Ferry Declaration template.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-0. CONTRACT PERIOD OF PERFORMANCE, EXTENSIONS, AND REVIEW PERIOD

a. The overall Period of Performance (POP) of this contract shall be six (6) years (plus the duration of any activation, plus the six month extension in accordance with clause 52.217-8 -- Option to Extend Services). The 6 year POP consists of a 2 year base period plus two 2-year option periods. Option periods will be executed IAW clause 52.217-9 -- Option to Extend the Term of the Contract for each 2-year period. Contractor(s) may decline award of an option period prior to the expiration of the active 2-year contract period at any point prior to the earliest notice under clause 52.217-9 (60 days).

b. Additionally, 180 days prior to the expiration of any active 2-year contract period, the Government will initiate discussions to review terms and conditions and any potential necessary changes to the contract. All parties will make a good faith effort to reach a timely agreement regarding necessary changes in order to improve and bolster the CRAF program. It shall be the intent of all parties to conclude discussions such that sufficient time exists for the Government to include accepted changes into the following option period, however, consideration of contract changes may be made at any time. All changes will be incorporated via contract modification (unilateral or bilateral) IAW the terms and conditions (i.e. applicable contract clauses) included herein.

c. In an effort to increase the mobilization base of the CRAF program and enhance the DOD's readiness posture, the Government reserves the right to accept proposals submitted for consideration of an IDIQ award after the submission deadline stated in Block 9 of the SF33 (as amended) if it is in the Government's best interest to add new contractors to the original pool of IDIQ contract holders. Any existing IDIQ contract holder will not re-compete for an IDIQ contract. Proposals received after the original submission deadline will be evaluated using the evaluation methodology and documentation (updated to reflect changes in regulatory provisions, requirements and certifications) as stated in Section M-1 of solicitation HTC711-18-R-CC04. Subsequent to adding a new awardee to the awardee pool, initial and new IDIQ awardees can compete for future task orders IAW Attachment 4, Commitment, Entitlement and Ordering Procedures. The ordering period for new awardees being added to the initial awardee pool will coincide with initial awardees' ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering period nor shall it reestablish the contract base period, inclusive of any options.

H-1. PASSENGER AND PUBLIC LIABILITY INSURANCE

a. General: Prior to performance of any services hereunder, the Contractor shall, at its own expense, procure and maintain passenger and public liability insurance in accordance with this section during the entire performance period of this contract, with financially and legally responsible insurance company or companies. Liability insurance purchased pursuant to the requirements of this paragraph shall cover payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 U.S.C. §§ 2651-2653) and within the liability limitations of this contract, of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care.

b. The Contractor shall furnish to the Government, Evidence of Insurance duly executed by the Insurer of the insurance required by this paragraph. The Evidence of Insurance shall substantially conform to the form set forth in paragraph H-2 below. To the extent that the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, 80 Stat. 271, applies, it will take precedence. If a court of competent jurisdiction determines that any transportation furnished pursuant to this contract is subject to the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air (Convention), 49 Stat. 3000, and that the Contractor is entitled to limit its liability under that Convention, then the minimum limit of insurance required by this clause shall be considered to be a "higher limit of liability agreed to by special contract" as contemplated by the last sentence of Article 22(1) of that Convention, and the Contractor agrees that it shall not with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of the Convention. Nothing herein shall be deemed to affect the rights and liabilities of the Contractor with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger. See note below subparagraph H-1d.(2).

c. Split Limits Liability: the Contractor shall maintain the following minimum limits of liability insurance coverage IAW 14 Code of Federal Regulations Part 205,:

(1) Liability for bodily injury to or death of aircraft passengers: A minimum limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a total per involved aircraft for each occurrence of three hundred thousand dollars (\$300,000.00) times 75 percent of the number of passenger seats installed in the aircraft.

(2) Third party liability for bodily injury to or death of persons (excluding passengers) and for damage to property: A minimum limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a total of at least twenty million dollars (\$20,000,000.00) per involved aircraft for each occurrence.

d. Combined Single Limit Liability:

(1) Notwithstanding the provisions of paragraph H-1c. above, the Contractor may be insured for a single limit of liability for each occurrence. In that event, coverage shall be equal to or greater than the combined required minimums set forth in paragraph H-1c., above, for bodily injury, property damage, and/or passenger liability.

(2) In the case of a single limit of liability, aircraft may be insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the required minimums set forth in paragraph H-1c, above, for bodily injury to non-passengers, property damage, and/or passenger liability.

H-2. EVIDENCE OF INSURANCE – PASSENGER AND PUBLIC LIABILITY

(a) Prior to performance of any services hereunder, the Contractor shall provide Evidence of Insurance which is duly executed by the Insurer of the requirements outlined in H-1a. and substantially conforms to the form set forth below. The Contractor shall maintain, and upon renewal submit evidence of, the appropriate level of insurance coverage at all times.

Name of Insurer (Hereinafter called the Insurer)
of _____
Address of Insurer
has issued to _____
Name of Insured Policy _____, bearing policy number
_____, with respect to the legal liability of the said Insured for aircraft passenger death or bodily injury,
aircraft public death or bodily injury (excluding passengers) and aircraft property damage liabilities, effective from

_____ through _____.

(Signature of Insurer)

(Current Date)

(b) The minimum limits of liability insurance coverage maintained by the Insured under the said policy are as follows*:

(1) Liability for bodily injury to or death of aircraft passengers: A minimum limit for any one passenger of at least three hundred thousand dollars (\$300,000.00), and a total per involved aircraft for each occurrence three hundred thousand (\$300,000.00) times 75 percent of the number of passenger seats installed in the aircraft.

(2) Third party liability for bodily injury to or death of persons (excluding passengers) and damage to property: A minimum limit of at least three hundred thousand dollars (\$300,000.00) for any one person in any one occurrence, and a total of at least twenty million dollars (\$20,000,000.00) per involved aircraft for each occurrence.

(3) The Insurer further agrees that the insurance afforded under this policy covers payment to the Government, pursuant to the subrogation provision of the Medical Care Recovery Act (42 U.S.C. §§ 2651-2653), of the cost of Government provided medical care to the extent that said insurance would cover payment to injured individuals of the cost of medical care in the absence of any Government obligation to provide medical care.

The terms and conditions of the policy apply throughout the world. The following aircraft are covered by the policy identified above: _____

(List aircraft individually or "All aircraft owned and operated by the Insured")

*In the case of a combined single limit of liability, the Insurer will be required to describe the amount or amounts of insurance coverage.

(c) The Insured recognizes that the policy must remain in force after the DoD activates the Civil Reserve Air Fleet (CRAF) to cover any damages that do not qualify for indemnification IAW the Federal Acquisition Regulation or are not covered under any applicable non-premium insurance under Chapter 443 of title 49, U.S. Code, issued by the Federal Aviation Administration.

(d) The policy contains the attached endorsement.

By

(Company)

(City, State)

(Signature)

(Date)

"ENDORSEMENT" (Attachment to the Evidence of Insurance)

It is agreed that, with respect only to operations of the named Insured performed under contract with the United States Transportation Command, Department of Defense (DoD), during a period of CRAF activation, and with respect only to Aircraft Liability Insurance afforded under this policy, the following conditions shall also apply:

a. The Insurer agrees that, the insurance afforded under this policy shall not be subject to any lower limits of liability of the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air (Warsaw Convention), 49 Stat. 3000, for the death or bodily injury of any passenger. If that convention should otherwise be deemed to be applicable to any passenger death or bodily injury liability, then to the extent stated in the preceding sentence, this insurance shall be deemed to be a higher limit of liability agreed to by special contract as contemplated by the last sentence of Article 22(l) of the Warsaw Convention.

b. The exclusions of the policy relating to war risk coverage, if any, are deleted and the following substituted therefore:

The insurance afforded under this policy shall not apply to:

Personal injuries or death, or damage to or destruction of property, caused by:

- (1) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (2) any hostile
 - (i) detonation of any device employing atomic or nuclear fission and/or fusion or other like reaction and any radioactive contamination and electromagnetic pulse resulting directly from such detonation;
 - (ii) use of radioactive contamination or matter;
 - (iii) use of an electromagnetic pulse; or,
 - (iv) emission, discharge, or release of chemical or biological materials that are poisonous or pathogenic;
- (3) strikes, riots, civil commotions, or labor disturbances;
- (4) any act of one or more persons, whether or not an agent of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (5) any malicious act or act of sabotage;
- (6) confiscation, nationalization, unlawful seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority; or
- (7) hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew (including any attempt at such seizure or control) made by a person or persons on board the aircraft acting without the consent of the Insured.

c. The Insurer hereby waives any right of subrogation it may have against the United States of America, by reason of any payment under the aforesaid policy of insurance, with respect to loss caused to transportation services by acts of the United States of America or any agency thereof, which acts are in conjunction with the performance by the named Insured of any services under said contract.

d. In the event the Insurer elects to cancel the insurance afforded under this policy, the Insurer hereby agrees that such cancellation shall not be effective unless written notice thereof shall be sent by the Insurer by registered mail not less than 30 days in advance of such cancellation, direct to the United States Transportation Command, 508 Scott Dr., Building 1900W, Scott Air Force Base, Illinois 62225-5357, Attention: TCAQ-CP, and in the event the named Insured requests such cancellation, the Insurer agrees to notify, by registered mail, the above stated activity immediately upon receipt of such request.

e. Any exclusions, conditions, or other provisions of this endorsement, which have the effect of restricting or nullifying the coverage already granted by this policy in the absence of this endorsement, shall not apply.

Endorsement to Policy No: _____

Effective Date: _____

Countersigned: _____ (Date)

Company _____

H-3. CONTRACTOR REQUIRED INSURANCE

a. The Contractor shall also procure, maintain and provide evidence of the following minimum insurance coverage in addition to the insurance required by paragraph H-1 for the duration of the contract.

TYPE	AMOUNT
<u>Automobile</u>	
Bodily Injury Liability	\$200,000 per person \$500,000 per occurrence
Property Damage Liability	\$50,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury Liability	\$500,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
<u>Workmen's Compensation and Employers Liability</u>	
Workman's Comp & Occupational Disease	Statutory
Employer's Liability	\$100,000

H-4. INDEMNIFICATION REQUIREMENTS (CRAF NOT ACTIVATED)

a. IAW FAR 50.104-3, Special Procedures for Unusually Hazardous of Nuclear Risks, Contractor requests for the indemnification clause (Indemnification Under Public Law 85-804 (APR 1984)) to cover unusually hazardous or nuclear risks applying to operations under this contract when CRAF is not activated, must be submitted to the contracting officer and shall include the following information:

- (1) Identification of the contract for which the indemnification clause is requested.
- (2) Identification and definition of the unusually hazardous or nuclear risks for which indemnification is requested, with a statement indicating how the contractor would be exposed to them.
- (3) A statement, executed by a corporate official with binding contractual authority, of all insurance coverage applicable to the risks to be defined in the contract as unusually hazardous or nuclear, including—
 - (A) Names of insurance companies, policy numbers, and expiration dates;
 - (B) A description of the types of insurance provided (including the extent to which the contractor is self-insured or intends to self-insure), with emphasis on identifying the risks insured against and the coverage extended to persons or property, or both;
 - (C) Dollar limits per occurrence and annually, and any other limitation, for relevant segments of the total insurance coverage;
 - (D) Deductibles, if any, applicable to losses under the policies;
 - (E) Any exclusions from coverage under such policies for unusually hazardous or nuclear risks; and
 - (F) Applicable workers' compensation insurance coverage.
- (4) The controlling or limiting factors for determining the amount of financial protection the contractor is to provide and maintain, with information regarding the availability, cost, and terms of additional insurance or other forms of financial protection.
- (5) Whether the contractor's insurance program has been approved or accepted by any Government agency; and whether the contractor has an indemnification agreement covering similar risks under any other Government program, and, if so, a brief description of any limitations.
- (6) If the contractor is a division or subsidiary of a parent corporation—
 - (A) A statement of any insurance coverage of the parent corporation that bears on the risks for which the contractor seeks indemnification; and
 - (B) A description of the precise legal relationship between parent and subsidiary or division.

b. If the dollar value of the contractor's insurance coverage varies by 10 percent or more from that stated in an indemnification request submitted in accordance with paragraph (a)(1) of this subsection, or if other significant changes in insurance coverage occur after submission and before approval, the contractor shall immediately submit to the contracting officer a brief description of the changes.

c. Notwithstanding the inclusion of FAR 52.250-1 indemnification will apply to performance under this contract only after the Contractor is notified by the CO that the Commander USTRANSCOM has approved indemnification for a specific mission or missions.

H-5. INDEMNIFICATION DURING CRAF ACTIVATION

a. Definitions:

(1) "Civil Reserve Air Fleet (CRAF) Mission" means the provision of airlift services under this contract ordered by USTRANSCOM during the activation of CRAF.

(2) "Airlift Services" means all services (passenger or cargo) and anything the Contractor is required to do in order to conduct or position the aircraft, personnel, supplies, and equipment for a flight and return. Airlift Services include ground related services supporting CRAF missions. Airlift Services do not include any services involving any persons or things which, at the time of the event, act, or omission giving rise to a claim, are directly supporting commercial business operations unrelated to a CRAF mission objective.

(3) "War risk" means risks of:

(A) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;

(B) any hostile

(i) detonation of any device employing atomic or nuclear fission and/or fusion or other like reaction and any radioactive contamination and electromagnetic pulse resulting directly from such detonation;

(ii) use of radioactive contamination or matter;

(iii) use of an electromagnetic pulse; or,

(iv) emission, discharge, or release of chemical or biological materials that are poisonous or pathogenic;

(C) strikes, riots, civil commotions, or labor disturbances;

(D) any act of one or more persons, whether or not an agent of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;

(E) any malicious act or act of sabotage;

(F) confiscation, nationalization, unlawful seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority; or

(G) hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew (including any attempt at such seizure or control) made by a person or persons on board the aircraft acting without the consent of the Insured.

"War risk" as defined above excludes: (1) any ransom or extortion payments; and (2) any lawful government or private party seizure of an aircraft or associated equipment that is the result of an outstanding legal debt, tax, fine, or unlawful act committed with the knowledge of the Insured.

b. For the purpose of the contract clause entitled "Indemnification Under Public Law 85-804 (APR 1984)," it is agreed that all war risks resulting from the provision of airlift services for a CRAF mission in accordance with the contract during a CRAF activation are unusually hazardous risks, and shall be indemnified to the extent that insurance coverage for such risks is: (1) not available on reasonable terms from commercial sources; or (2) not available under a policy issued by the Federal Aviation Administration under Chapter 443 of title 49, U.S. Code. The Government's liability to indemnify the Contractor shall not exceed that amount for which the Contractor

commercially insures under its established policies of insurance, applying the limits of those policies in effect thirty (30) days prior to activation.

c. Indemnification of risks involving the operation of aircraft, as discussed above, is limited to claims or losses arising out of events, acts, or omissions involving the operation of an aircraft for airlift services for a CRAF mission, from the time that aircraft is withdrawn from the Contractor's regular operations (commercial, DoD, or other activity unrelated to airlift services for a CRAF mission) until it is returned for regular operations. Indemnification with regard to other Contractor personnel or property utilized or services rendered in support of CRAF missions is limited to claims or losses arising out of events, acts, or omissions occurring during the time the first prepositioning of personnel, supplies and equipment to support the first aircraft of the Contractor used for airlift services for a CRAF mission is commenced until the timely removal, as determined by the Contracting Officer, of such personnel, supplies and equipment after the last such aircraft is returned for regular operations.

d. Indemnification is contingent upon the Contractor maintaining, if available, Federal Aviation Administration-issued non-premium insurance under Chapter 443 of title 49, U.S. Code and normal commercial insurance, as required by this contract or other competent authority. Indemnification for losses covered by a Contractor self-insurance program shall only be on such terms as incorporated in this contract by the Contracting Officer in advance of such a loss.

H-6. CHAPTER 443 NON-PREMIUM WAR RISK HULL AND LIABILITY INSURANCE

a. Non-premium war risk insurance issued under the authority of Chapter 443 of title 49, U.S. Code, will be provided to the Contractor by the FAA in the event commercial insurance is not available on reasonable terms from commercial sources.

b. Before commencement of the contracted operations the Contractor shall apply for Chapter 443 non-premium war risk insurance through the FAA.

c. The Contractor must (1) provide the FAA with a list of aircraft that will fly under this contract, (2) pay an administrative fee as determined by the FAA, and (3) provide the FAA with a complete copy of the Contractor's current Hull and Liability commercial insurance policies. FAA insurance covers only those aircraft that are listed on the FAA's Schedule of Aircraft and the Contractor shall promptly notify the FAA of any tail number additions, removals, and/or changes in the aircraft under contract.

d. The contractor will not be reimbursed for any administrative fees paid to obtain non-premium war risk insurance through the FAA.

e. The FAA non-premium war risk insurance is an agreement solely between the FAA and the Contractor. It is the contractor's responsibility to ensure aircraft are covered under the FAA non-premium war risk insurance. Failure to pay the required administrative fee or follow all FAA guidelines shall result in the contractor's aircraft not being covered by the FAA non-premium war risk insurance policy.

f. Non-premium war risk insurance issued by the FAA under the authority of Chapter 443 of title 49, U.S. Code, will be activated at the request of DoD, upon a determination that coverage is not available on reasonable terms from commercial sources.

H-7. RESPONSIBILITY FOR GOVERNMENT CARGO

a. Property (hereinafter referenced in this paragraph as Government cargo) placed in Contractor's possession for the sole purpose of air transportation shall not be deemed to be Government Property within the meaning of the Government Property Clause. Government cargo, within the meaning of this paragraph, does not include passenger baggage.

b. The Government hereby relieves the Contractor of liability for loss of, or damage to, any and all Government cargo transported by the Contractor in performance of this contract with the exception of the requirement set forth

below in paragraph H-6(c), also excepting such loss, destruction and damage resulting from the willful misconduct or lack of good faith of any of the Contractor's managerial personnel.

c. To the extent insurance required by paragraph H-1(b)(3) or the appropriate portion of paragraph H-1c (if Combined Single Limit Liability is used), is not required for payment of third parties, the Contractor is required to use the balance of said insurance to reimburse the Government for cargo loss, damage, or destruction thereto.

H-8. EXEMPTION FROM THE AIR PASSENGER DUTY IN THE UNITED KINGDOM

The Contractor shall request relief from Her Majesty's Air Passenger Duty for all passenger travel performed within the United Kingdom under the terms of this contract. Said request shall be forwarded to Head Office Control Team, HM Customs and Excise, Cambridge Excise, Lockton House, Clarendon Road, Cambridge, CB2 2BH, and shall include reference to the following:

This relief is in accordance with arrangements and agreements between the appropriate U.S. Government authority and HM customs and Excise (reference RDM 513/539/01). All U.S. Government personnel traveling under the authority of this contract are traveling for official purposes and the travel is reimbursed from official funds of the U.S. Government.

Specific reference is made to this contract.

Failure to apply for said relief shall not be basis for a claim for equitable adjustment.

H-9. PROPOSAL (COST PACKAGE) PREPARATION USING THE UNIFORM SYSTEM OF ACCOUNTS

The Contractor shall prepare the proposal for the contract and modifications thereto using accounting practices that:

(i) Comply with pronouncements of the Uniform System of Accounts (USOA) reported to Department of Transportation (DOT) IAW 14 Code of Federal Regulations (CFR) 241; USTRANSCOM ratemaking procedures contained in carrier cost package instructions; and USTRANSCOM Roundtrip (S1)/One-way (S2) monthly mileage fuel reports and

(ii) Are consistent with the Contractor's written and established practices for measuring, assigning and allocating costs.

H-10. ASSURED BUSINESS

Department of Defense (DoD) CRAF Assured Business Authority as Described in the FY2009 National Defense Authorization Act (NDAA): USTRANSCOM has not implemented Assured Business on this contract. However, USTRANSCOM does have the authority to implement assured business if necessary. If implemented, awards for assured business will be allocated based on entitlement calculated by dividing each Contractor's mobilization value (MV) points by the total points of all entitled Contractors offering in the passenger and cargo category.

H-11. CONTRACTOR TEAM ARRANGEMENT AGREEMENTS.

The term "Contractor Team Arrangement" as used in this contract includes any and all permissible team arrangements identified in the Federal Acquisition Regulation and supplements thereto. Any teaming arrangements proposed for fulfillment of the requirements of this contract are subject to approval by the Government. All teaming arrangements must be documented and defined in a teaming arrangement agreement or similar document that defines the roles, responsibilities, and relationships of the parties thereto. All agreements shall be signed by all parties thereto. Contractor Team Arrangement Agreements must be submitted to USTRANSCOM/TCAQ-CP with their proposal submissions. Agreements submitted beyond the due date may be reason for Contractor Team Arrangement non-approval. To be approved, a Contractor Team Arrangement must demonstrate a benefit to the

Civil Reserve Air Fleet (CRAF) capability. The Contractor Team Arrangement will be incorporated into the contract upon award.

The following items are required to be evident in any Contractor Team Arrangement agreement submitted for CRAF participation:

(1) One designated and authorized party to represent and bind the Contractor Team Arrangement in its dealings with the Government. This party shall submit and negotiate offers on basic and expansion for all members of the Contractor team arrangement. This includes, but is not limited to, scheduling and agreement on all scheduled missions. In addition, primary team representatives may designate individual carrier representatives to negotiate reroutes and expansion business and to sign modifications affecting reroutes or expansion business. Proposals that are part of a teaming arrangement shall be submitted as a single entity.

(2) The term of the agreement shall correspond to the contract terms and period. This means each two (2)-year period of the contract plus six (6) months and the entire period of any CRAF activation plus up to six (6) months thereafter.

(3) The agreement shall evidence the commitment of aircraft by tail number for the entire periods stated in subparagraph (2) above.

(4) Shall include a provision that a flyer will not be required to pay a commission* associated with their mission revenues** with a value in excess of 5% of the Government payments actually received by the Flyer from the fixed or expansion buy missions (less euro-control) awarded. Commissions paid back to team members will not exceed the total cumulative amount paid into the team through commissions.

The team arrangement agreement shall include a provision that any team member may seek legal and/or equitable relief in the courts to enforce the 5% limitation or otherwise specify how the parties may enforce the agreement. On a quarterly basis, the team arrangement lead shall provide a commission rate report to reflect commission revenues paid/received per Appendix 3, paragraph A3.15; such reports shall be due not later than the 15th business day following each January 1, April 1, July 1 and October 1. Such reports shall be treated by USTRANSCOM as commercial and financial information.

*Commission: fee, bonus, administrative fee, overhead fee or any other type or combination of consideration

**Revenue: Mission price less euro-control, Government fees, taxes, and customs that are reimbursable per the contract.

(5) The agreement shall not have any terms contrary to the terms of the contract.

(6) Agreements entered into between offerors shall evidence joint and several liability as to committed CRAF capability as set forth in RFP Attachment 4 and PWS Appendix 3A; and performance of missions and other contract services to include procurement costs for failure to provide service as specified in TRANSFARS 5552.247-9001 and TRANSFARS 5552.247-9002 and in the event of bankruptcy or loss of aircraft for other reasons. The agreement must specifically state team members are jointly and severally liable to replace any aircraft another team member removes (or is removed by USTRANSCOM) or fails to maintain control of for any reason, that impacts its aircraft commitment to the CRAF program. Agreements may specifically identify exclusions from joint liability of other debts or obligations of a member by the other members. With the exception of schedule reliability, agreements reflecting individual carrier liability replacing joint liability at trip departure time are acceptable.

(7) The agreement shall evidence a Unity of Purpose between the parties.

(8) Certificates signed by each corporate secretary certifying the corporations are authorized to enter into a Contractor Team Arrangement agreement.

Offerors shall provide other available information the Contracting Officer may request, such as complete copies of leases, information regarding actions taken by the offeror to increase its commercial air transportation revenues, data

demonstrating the success it has achieved in this regard, and labor-management agreements or employment agreements to indicate the extent to which it has been successful in consummating "No Work Stoppage" agreements.

H-12. FAR/DFARS COST PRINCIPLES FOR RATEMAKING

In establishing fair and reasonable rate of payments for airlift service in support of the resultant contract, including the fuel adjustments, the contract cost principles contained within FAR Part 31 and DFARS Part 231 will be followed, with the exception of where, because of the unique ratemaking requirements of the CRAF program, the ratemaking regulations, established in accordance with 10. U.S.C. 9511a(b), differ in regard to the application of the following provisions:

- (1) FAR 31.202, Direct Costs.
- (2) FAR 31.203, Indirect Costs.
- (3) FAR 31.205-6, Compensation for Personal Services, subparagraphs (g)(4), (j) and (k).
- (4) FAR 31.205-10, Cost of Money.
- (5) FAR 31.205-11, Depreciation, subparagraph (c).
- (6) FAR 31.205-18, Independent Research and Development and Bid and Proposal Costs.
- (7) FAR 31.205-19, Insurance and Indemnification, subparagraphs (c)(1) and (d)(1).
- (8) FAR 31.205-26, Material Costs, subparagraph (d).
- (9) FAR 31.205-40, Special Tooling and Special Test Equipment Costs.
- (10) FAR 31.205-41, Taxes, subparagraph (c).
- (11) DFARS 231.205-18, Independent Research and Development and Bid and Proposal Costs.

H-13. SPECIAL MILES

(1) In performance of certain airlift missions, Contractors will be required to circumnavigate countries which will not grant over-flight clearances, either during peacetime or wartime. In those instances, special miles will be paid. For the routings listed below, the special miles, as indicated following each route, will be paid to circumnavigate Cuba or Nicaragua. Additional routings requiring payment of special miles may be added to this contract as needed.

KCHS-MHSC	1483	MPTO-MHSC	795	KCHS-SKBO	2059
KCHS-MHTG	1486	MPTO-MHTG	806	KCHS-MKJS	1405
KCHS-MPTO (via MMCZ)	1888	MPTO-MSSS	739		
KCHS-MSSS	1487	KNGU-MKJP	1580		
KCHS-MKJP	1321	EDDN-LYPR	250		

On missions into and out of Guantanamo Bay, Cuba (MUGM), 198 miles will be added for circumnavigation of Cuba.

H-14. DOD CLASSIFIED MISSIONS

This contract will apply to DoD classified missions performed under 32 CFR part 245 (Anchor Annex). The rates included in this contract will apply to those DoD classified missions. This contract will apply to other DoD Classified missions as mutually agreed by the parties.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be addressed electronically at: <http://farsite.hill.af.mil/>. All FAR and DFAR clauses will remain in place through the duration of the Base Period and, if applicable, the duration of any/all exercised options. Mandatory clause changes will be incorporated via bilateral modification.

<u>FAR NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALT II	JAN 2017
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS NOTE: The applicable wage determinations are included as Attachment 6 and 6a.	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS –PRICE ADJSUTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS ALTERNATE I	MAR 2015 MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES	JUNE 2016
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-4	PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I	MAY 2014 APR 1984
52.232-25	PROMPT PAYMENT	JAN 2017

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.233-1	DISPUTES ALTERNATE I	MAY 2014 DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE ALTERNATE IV	AUG 1987 APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
52.246-4	INSPECTION OF SERVICES--FIXED PRICE	AUG 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012

DEFENSE

FARS

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 1991
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC 2008
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC 2012
252.203-7997	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)	OCT 2015
252.204-7000	DISCLOSURE OF INFORMATION	OCT 2016
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT,	FEB 2014
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV 2001
252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT 2016
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT 2016
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST	OCT 2015

252.211-7007	COUNTRY THAT IS A STATE SPONSOR OF TERRORISM	AUG 2012
252.219-7003	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	APR 2018
252.222-7000	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	MAR 2000
	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL	
	The blank in Para (a), line 2 is	
	completed as follows: <u>HAWAII/ALASKA</u>	
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION	DEC 2010
	AGREEMENTS	
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY 1994
252.223-7003	CHANGE IN PLACE OF PERFORMANCE -- AMMUNITIONS AND	DEC 1991
	EXPLOSIVES	
252.223-7004	DRUG-FREE WORK FORCE	SEP 1988
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND	SEP 2014
	HAZARDOUS MATERIALS BASIC	
252.225-7040	CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES	OCT 2015
	DEPLOYED OUTSIDE THE UNITED STATES	
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE	JUN 2015
	CONTRACTORS OUTSIDE THE UNITED STATES	
	The blank in paragraph (d) is completed as follows:	
	<u>USTRANSCOM/TCJ3-FP</u> Commercial: (618) 229-7711	
252.225-7976	CONTRACTOR PERSONNEL PERFORMING IN JAPAN	AUG 2018
	(DEVIATION 2018-O0019)	
252.225-7981	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR	SEP 2015
	RECORDS (OTHER THAN USCENTCOM) DEVIATION 2015-O0016)	
252.225-7986	MEDICAL CARE AND EVACUATION OF CONTRACTOR PERSONNEL	NOV 2014
	IN THE DESIGNATED OPERATIONAL AREA FOR OPERATION UNITED	
	ASSISTANCE (DEVIATION 2015-O0002)	
252.225-7993	PROHIBITION ON CONTRACTING WITH THE ENEMY	SEP 2015
	(DEVIATION 2015-O0016)	
252.225-7994	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR	MAR 2015
	RECORDS IN THE UNITED STATES CENTRAL COMMAND	
	THEATER OF OPERATIONS (DEVIATION 2015- O0013)	
252.225-7997	CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017)	AUG 2013
252.225-7998	PREFERENCE FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA,	DEC 2015
	PAKISTAN OR THE SOUTH CACASUS (DEVIATION 2016-O0004)	
252.225-7999	REQUIREMENT FOR PRODUCTS OR SERVICES FROM CENTRAL ASIA,	DEC 2015
	PAKISTAN OR THE SOUTH CACASUS (DEVIATION 2016-O0004)	
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND	JUN 2012
	RECEIVING REPORTS	
252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB 2012
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-	APR 2012
	FURNISHED PROPERTY	
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC 2017
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM	APR 2012
	ADMINISTRATION	
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC 2017
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR 2008
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG 2012

TRANSFARS NUMBER	CLAUSE TITLE	DATE
5552.216-9003	USTRANSCOM TASK AND DELIVERY ORDER OMBUDSMAN	AUG 2016
5552.247-9000	AIR SAFETY	APR 2007
5552.247-9001	REQUIREMENT FOR AUTHORIZATION TO ENGAGE IN AIR TRANSPORTATION	AUG 2007
5552.247-9002	CONTRACTOR'S FAILURE TO PROVIDE SERVICE	AUG 2015

I-2. CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-19 -- ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$10,000,000 (max single route value)

(2) Any order for a combination of items in excess of \$500,000,000 (max task order amount, including fixed award) or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

FAR 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 120 days after the last day of the applicable ordering period, or the period of CRAF activation plus 6 months, if applicable.

(End of Clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of services for a maximum of six (6) months and the USTRANSCOM Uniform Rate for the current fiscal year shall apply. In the event the Government exercises this option, prices shall be determined in accordance with paragraph B-2. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor not later than 30 days prior to expiration of the contract.

(End of Clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 78 months (unless the contract expires during a CRAF activation).

(End of Clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
General Schedule: First Pilot	GS-11 Step 1/\$29.04 per hour
General Schedule: Co-Pilot	GS-10 Step 1/\$26.44 per hour
General Schedule: Flight Dispatcher	GS-07 Step 1/\$19.62 per hour
General Schedule: Second Officer/Flight Engineer	GS-09 Step 1/\$24.00 per hour

The fringe benefit factor for all classifications is 36.25% of the wage rate.

(End of Clause)

FAR 52.249-8 DEFAULT FIXED-PRICE SUPPLY AND SERVICE (ALT I) (APR 1984)

(a)

(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (1) acts of God or of the public enemy,
- (2) acts of the Government in either its sovereign or contractual capacity,
- (3) fires,
- (4) floods,
- (5) epidemics,
- (6) quarantine restrictions,
- (7) strikes,
- (8) freight embargoes, and
- (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(g) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

DFARS 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 1 Oct 2018 through 30 Sep 2020 (base period), 1 Oct 2020 through 30 Sep 2022 (option period 1), if exercised; 1 Oct 2022 through 30 Sep 2024 (option period 2), if exercised; and the contract extension period in accordance with 52.217-8, if exercised; or the period of CRAF activation plus 6 months, if applicable.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)

(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009) (OCT 2021)

(a) *Definition.* As used in this clause –

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the *Federal Register* on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

**CJTSCC CLAUSE 5152.225-5902- FITNESS FOR DUTY AND MEDICAL/DENTAL CARE
LIMITATIONS (JUN 2015)**

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

(End of Clause)

CJTSCC CLAUSE 5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-O0018.

(End of Clause)

CJTSCC CLAUSE 5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or subcontractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations

per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

(End of Clause)

CJTSCC CLAUSE 5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: [Contracting Officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)]. When contractor employees are in transit, all checked blocks are considered authorized. NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.

U.S. Citizens

<input type="checkbox"/> APO/FPO/MPO/DPO/ Postal Service	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon *****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR(inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Transportation
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Installation Access Badge	<input type="checkbox"/> Laundry	
<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> X_ None	
<input type="checkbox"/> Embassy Services Kabul**		

Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR (inter/intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Installation Access Badge	<input type="checkbox"/> Laundry	<input type="checkbox"/> All
<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> X_ None	

Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs****	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon*****	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR(intra theater)
<input type="checkbox"/> Billeting***	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals****	<input type="checkbox"/> Military Clothing
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Installation Access Badge	<input type="checkbox"/> Laundry	<input type="checkbox"/> All
<input type="checkbox"/> Military Exchange	<input checked="" type="checkbox"/> X_ None	

___ Dependents Authorized

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an "expeditionary" environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Check the "DFAC" AND "Government Furnished Meals" boxes if the contractor will have access to the DFAC at no cost. "Government Furnished Meals" (GFM) is defined as meals at no cost to the contractor (e.g., MREs, or meals at the DFAC. If GFM is checked, "DFAC" must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates "approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer's Representative and in CAAMS.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

(End of Clause)

CJTSCC CLAUSE 5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:
Name
Phone number
e-mail address

Victim:
Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence

Incident:
Description
Location
Date and time

Other Pertinent Information

(End of Clause)

C-JTSCC CLAUSE 5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime's, and subcontractor's at all tiers, cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of RS include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

I-3 RESERVED

I-4 DEFENSE BASE ACT WAIVER (DBA)

DBA insurance coverage is required for employees of Contractors (and their subcontractors) unless a waiver has been obtained from the U.S Department of Labor (See FAR 28.305). Blanket Waivers from Defense Base Act insurance requirements have been issued by the Department of Labor for foreign nationals in select countries in which the Department of Defense has or had programs. Foreign national employees covered by this waiver are exempt from the requirement to secure Defense Base Act Insurance but must be provided worker's compensation benefits as prescribed in applicable foreign laws and in FAR clause 52.228-4, *Workers' Compensation and War-Hazard Insurance Overseas*. However, the waivers do not apply to any employee who is:

1. A citizen of the United States;
2. A resident of the United States; or
3. Hired in the United States.

A complete and current list of DBA waived locations can be found at:

<https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>

I-5 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS

This contract contains a DD Form 254, DoD Contract Security Classification Specification, and requires performance at a Government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the Contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the security police activity shown in the distribution block of the DD Form 254 as to:

(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

- (2) The contract number and military contracting command;
 - (3) The highest classification category of defense information to which Contractor employees will have access which must coincide with the level of classification granted to the company and cage code located in the Joint Personnel Adjudication System (JPAS);
 - (4) The installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
 - (5) The date Contractor operations will begin on base in the U.S. or in the overseas area;
 - (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
 - (7) Any changes to information previously provided under this clause.
- (b) This requirement is in addition to visit request procedures contained in DoD 5220.22-M, National Industrial Security Program Operating Manual.

(1) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the Contractor is not required to have a facility security clearance, the Contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the Contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

(2) By the installation for the Contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and

(3) Jointly by the Contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

I-6 ECONOMIC PRICE ADJUSTMENT BASED ON ACTUAL COST OF FUEL – AIRLIFT

In order to protect the Contractor and the Government from significant market fluctuations in the price of fuel, an adjustment will be made based on actual costs incurred. Adjustments will be made as indicated below.

(a) Allowable fuel adjustments will be made upward or downward only when the price of fuel varies by more than one cent per gallon from the pegged rate established in the Uniform Rates and Rules.

- (1) When the average price per gallon paid by the Contractor is greater than the pegged price established in the Uniform Rates and Rules, the Government will reimburse the Contractor the difference between the price paid and the pegged price.
- (2) When the average price per gallon paid by the Contractor is below the pegged price established in the Uniform Rates and Rules, the Contractor will reimburse the Government the difference between the price paid and the pegged price. Under these circumstances, the contracting officer will issue a demand letter and funds will be reimbursed as directed.

(b) The fuel adjustment process shall be in accordance with Attachment 1-PWS of this contract, Appendix 3 (paragraph A3.7 and Microsoft Excel Appendix 3B).

I-7 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (JUL 2014)

(a) When contractor performance is required on government installation(s)/location(s), contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract employees who meet one or both of the following criteria:

- (1) Require long-term logical access to Department of Defense computer networks and systems in either:
 - (i) the unclassified environment; or
 - (ii) the classified environment where authorized by governing security directives.

(2) Performs work on a contract, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their employees shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of their employees that will require a CAC to the contracting officer. The listing will contain the following information in order for a CAC application to be created in the Trusted Associate Sponsorship System (TASS): last, middle, and first names; Social Security Number (SSN) or Foreign Identification Number (FIN), as applicable; date of birth; email address; the contract number; and the contract end date. The contracting officer will provide a copy of the list to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., Trusted Agent (TA)). The TA will then create a CAC application in the TASS. The TASS TA on this contract is USTRANSCOM Contract Airlift Office.

(2) Once the TA has created the CAC application, a temporary login/password will be generated in TASS. The TA will notify each contractor employee when his/her application is created and will securely distribute the login/password to that contractor employee. Each contractor employee will then enter the TASS web site using the temporary login/password and complete the CAC application and submit it back to the TA. This will require the contractor to obtain a Defense Knowledge On-line or similar .mil domain e-mail account working with the sponsoring TA indicated above.

(3) If contractor employees will not require access to classified information, the contractor will submit a compiled list of names with biographical data to include SSN or FIN on each employee requiring a CAC. Upon verification by the security office: USTRANSCOM TCJ3, transcom.scott.tcj3.mbx.protection-services-center@mail.mil, those names who do not meet the background investigation criteria for a CAC will be required to complete the Questionnaire for Non-Sensitive Positions (SF85), located at www.opm.gov/forms/pdf_fill/SF85.pdf, and submit fingerprint cards (FD-258) to USTRANSCOM Contract Airlift Office who will verify each employee and then forward the documents to the servicing Security Office. The questionnaires and fingerprint cards will be forwarded by the Security Office to the Office of Personnel Management (OPM) who will conduct a National Agency Check with written Inquiries (NACI) background investigation

(4) Before any interim credential is authorized by the TA, the contractor employee must submit an accurate and complete signed application, with FD-258 attached. Upon the favorable review by the security office of the name, fingerprint, and criminal records check, the interim CAC application may be approved.

(5) If contractor employees will require access to classified information, the contractor's company Facility Security Officer processes the Questionnaire for National Security Positions (SF86) and the fingerprint cards (FD-258) and submits them directly to the Personnel Security Management Office for Industry (PSMO-I). In this instance, before the TA approves the CAC application in TASS, the TA must verify that the background investigation, name, fingerprint, and criminal records check has been favorably adjudicated before the application for TASS can be processed.

(6) Once the TA has approved the CAC application, the TA will inform the contractor employee to proceed to the nearest CAC issuance workstation (usually located within the DEERS/RAPIDS website (insert website) with two forms of picture identification as indicated on the website. CAC issuance workstation personnel will then issue the CAC.

(c) While visiting or performing work on government installation(s)/location(s), contractor employees shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor, or contractor employee as appropriate, shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the TA (who will create new CAC applications or revoke those for employees no longer performing on the contract as appropriate);

(2) As part of security out-processing, or when no longer performing on the specific contract for which the CAC was approved, return their CAC to the TA or DEERS/RAPIDS site;

(3) Report lost or stolen CAC's immediately to the TA, the USTRANSCOM Security Services Center, or to a designated USTRANSCOM representative.

(e) Within 7 working days following completion/termination of the contract, return all CACs issued to contractor employees to the TA.

(f) Failure to comply with these requirements may result in withholding of final payment.

(g) For OCONUS contracts, in addition to the above procedures, contractor employees requiring a Geneva Convention category on their CAC will be required to complete DD Form 1172-2, Application for Department of Defense Common Access Card DEERS Enrollment. This form shall be submitted to/approved by the contracting officer and then be presented to the CAC issuance workstation personnel in conjunction with the TASS application for CAC issuance.

I-8 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (APRIL 2007)

(a) In performing work under this contract on a Government installation, the Contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS AND EXHIBITS

Attachment No.	Title
1	Performance Work Statement (PWS) for Charter Airlift Services In Support of the Civil Reserve Air Fleet
	PWS, Appendix 3A List of Aircraft
	PWS, Appendix 3B Monthly Fuel/Mileage Report Summary Template
	PWS, Appendix 3C Intercompany Route Support Template
	PWS, Appendix 3D Revenue Route Support Template
	PWS, Appendix 3E Commercial Air Crew Debrief Checklist Spotlighting And Hostile Event Report Template
	PWS, Appendix 3F Team Commissions Report Template
	PWS, Appendix 3G NIST Template
2	DD Form 254, Department of Defense Contract Security Classification Specification
3	Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) Electronic Receiving Report and Invoicing Instructions and Ferry Declaration
4	Commitment, Entitlement and Ordering Procedures
5	Wage Determination; W/D No. 1996-0460
5a	Wage Determination; W/D No. 2009-0027
6	Government Furnished Equipment (GFE)
7	Small Business Subcontracting Plan (if applicable)
8	Contractor Team Arrangement (CTA) Agreement (if applicable)